

**MSD-PMM-2003-00004**  
**Revision 3**  
**January 31, 2006**

**COMMERCIAL TERMS AND CONDITIONS  
FOR DEMOLITION AND REMOVAL  
SUBCONTRACTS**

**WASHINGTON SAVANNAH RIVER CO., LLC |**  
**SAVANNAH RIVER SITE**  
**AIKEN, SC 29808**

**Change Bar indicates new article, a change in  
application, or that text of Article has changed  
from Revision 2**

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**SECTION A**

**SECTION A APPLICABLE TO ALL  
TRANSACTIONS**

**A.1 DEFINITIONS**

The following terms shall have the meanings below:

- A. Government means the United States of America and includes the U.S. Department of Energy (DOE) or any duly authorized representative thereof.

- B. WSRC means Washington Savannah River Company, LLC (WSRC), under its prime contract with DOE.
- C. Item includes "commercial item", "commercial component", and "service" as defined in FAR 52.202-1.
- D. "Services" shall mean labor, direction of labor, production of technical information, consulting services or any other services furnished by Subcontractor and its Suppliers under this Subcontract.
- E. "Subcontractor" shall mean any subcontractor or supplier of any tier who supplies goods and/or services to Subcontractor in connection with Subcontractor's obligations under this Subcontract.
- F. "Work" shall mean Supplies, Services, and Subcontractor Data provided by Subcontractor and its Suppliers and all work performed with respect thereto, pursuant to this Subcontract.
- G. "WSRC Purchasing Representative" shall mean a person with the authority to execute, administer, and terminate the Subcontract, and make related determinations and findings. The term includes certain authorized representatives of the WSRC Purchasing Representative acting within the limits of their authority as delegated by the Purchasing Representative.

## **A.2 DISPUTES**

Subcontractor shall proceed diligently with performance of the Work, pending final resolution of any request for relief, dispute, claim, appeal, or action arising under the Subcontract, and comply with any decision by WSRC.

Subcontractor shall not be entitled to and neither WSRC, nor the Government shall be liable to Subcontractor or its lower-tier Suppliers or Subcontractors for damages in tort (including negligence), or contract except as specifically provided in this Subcontract.

Any claim for an adjustment to the subcontract price or time of performance which cannot be resolved by negotiation shall be considered a dispute within the meaning of this clause. For all claims in excess of \$50,000 Subcontractor shall certify that the claim is made in good faith; that the supporting data is accurate and complete; and that the amount requested accurately reflects the adjustment for which Subcontractor believes WSRC is liable.

If for any reason Subcontractor and WSRC are unable to resolve a claim for an adjustment, Subcontractor or WSRC shall notify the other party

in writing that a dispute exists and request or provide a final determination by WSRC. Any such request by Subcontractor shall be clearly identified by reference to this clause and shall summarize the facts in dispute and Subcontractor's proposal for resolution.

WSRC shall, within thirty (30) days of any request by Subcontractor, provide a final written determination setting forth the contractual basis for its decision and defining what subcontract adjustments it considers equitable. Upon Subcontractor's acceptance of WSRC's determination, the Subcontract will be modified and the determination implemented accordingly or, failing agreement, WSRC may in its sole discretion pay such amounts and/or revise the time for performance of the Work in accordance with WSRC'S final determination.

If WSRC's final determination is not accepted by Subcontractor, the parties agree to consider resolution of the dispute through some form of Alternative Dispute Resolution (ADR) process which is mutually acceptable to the parties. Either party may propose ADR by a written request made within ninety (90) days following WSRC'S final determination or in any event before final payment under the Subcontract. Should the parties agree to pursue an ADR process; each party will be responsible for its own expenses incurred to resolve the dispute.

If the parties do not agree to an ADR process or are unable to resolve the dispute through ADR, either party shall then have the right to pursue legal remedy. Any litigation shall be pursued in a court of competent jurisdiction located in the State of South Carolina. The determination of any substantive issues of law shall be according to the Federal common law of Government contracts as stated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. If there is no applicable Federal Government contract law, the law of the State of South Carolina shall apply in the determination of such issues.

## **A.3 ORDER OF PRECEDENCE**

- A. In the event of an inconsistency between the provisions of this Subcontract, the inconsistency shall be resolved by giving precedence as follows:
  - (1) Subcontract;
  - (2) These Terms and Conditions; and
  - (3) Other provisions of this Subcontract, whether incorporated by reference or otherwise.

- B. Wherever references are made in this Order to standards or codes in accordance with which the Work under this Order is to be performed, the edition or revision of the standards or codes current on the effective date of this Order shall apply unless otherwise expressly stated in the specifications and drawings. In case of conflict between any reference standards and codes and any Order Document, the latter shall govern.
- C. Supplier shall perform all Work pursuant to this Order as an independent contractor. If any part of the Work is subcontracted, Supplier is responsible for having that subcontracted Work comply with the terms of this Order. No act or order of WSRC shall be deemed to be an exercise of supervision or control of performance hereunder. No provision of this Order and no action taken by WSRC under this Order shall be construed to make or constitute WSRC the employer or joint employer of any of the employees of Supplier or any Subcontractor.

#### **A.4 ADMINISTRATION AND ASSIGNMENT**

WSRC shall make payments under this Subcontract from funds advanced by the Government and agreed to be advanced by DOE, and not from its own assets. This Subcontract may be assigned by WSRC to DOE or its designee, and in case of such transfer and notice thereof to the Subcontractor, WSRC shall have no further responsibilities hereunder. The Subcontractor shall not assign rights or obligations to third parties without the prior written consent of WSRC. However, the Subcontractor may assign rights to be paid amounts due or to become due to a financing institution if WSRC is promptly furnished written notice and a signed copy of such assignment. Payments to an assignee shall be subject to set off or recoupment for any present or future claims of WSRC against the Subcontractor.

#### **A.5 PAYMENT BY ELECTRONIC FUNDS TRANSFER**

##### **A. Methods of Payment:**

- (1) All payments by WSRC under this Subcontract shall be made by Electronic Funds Transfer (EFT) except as provided in Paragraph A.2 of this Provision. As used in this provision, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event WSRC is unable to release one or more payments by EFT, Subcontractor agrees to either:

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request WSRC to extend payment due dates until such time as WSRC makes payment by EFT.

##### **B. Mandatory Submission of Subcontractor's EFT Information.**

Subcontractor is required to provide WSRC with the information required to make payment by EFT. Subcontractor shall provide this information directly to the office designated in this Subcontract, on forms provided by WSRC, no later than 15 days after award. If not otherwise specified in this Subcontract, the payment office is the designated office for receipt of Subcontractor's EFT information. In the event that the EFT information changes, Subcontractor shall be responsible for providing the updated information to the designated office.

##### **C. Mechanisms for EFT Payment.**

WSRC may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System.

##### **D. Suspension of Payment.**

- (1) WSRC is not required to make any payment under this Subcontract until after receipt, by the designated office, of the correct EFT payment information from Subcontractor. Until receipt of the correct EFT information, any invoice or subcontract financing request shall be deemed not to be a proper invoice for the purpose of payment under this Subcontract.
- (2) If the EFT information changes after submission of correct EFT information, WSRC shall begin using the changed EFT information no later than 30 days after its receipt by the designated office. However, Subcontractor may request that no further payments be made until the updated EFT information is implemented by the payment office.

##### **E. Payment Information.**

On the day payment on Subcontractor's invoice is due, WSRC will issue instructions to its bank to transfer payment to Subcontractor, and will also send a FAX to Subcontractor explaining the details to support the payment.

##### **F. Liability for Uncompleted or Erroneous Transfers.**

- (1) If an uncompleted or erroneous transfer occurs because WSRC used the

Subcontractor's EFT information incorrectly, WSRC remains responsible for -

- (i) Making a correct payment; and
- (ii) Recovering any erroneously directed funds.

- (2) If an uncompleted or erroneous transfer occurs because Subcontractor's EFT information was incorrect, or was revised within 30 days of WSRC release of the EFT payment transaction instructions to the bank, and;
  - (i) If the funds are no longer under the control of the payment office, WSRC is deemed to have made payment and the Subcontractor is responsible for recovery of any erroneously directed funds; or
  - (ii) If the funds remain under the control of the payment office, WSRC shall not make payment and the provisions of paragraph D shall apply.

#### **A.6 TAX WITHHOLDING FOR NONRESIDENTS**

- A. Withholdings required by section 12-8-550 do not apply to payments on Subcontracts for tangible personal property when those payments are not accompanied by services to be performed within the state of South Carolina.
- B. Under Title 12 of the Code of Laws of South Carolina, section 12-8-550, two (2) percent of each and every payment made to Suppliers and Subcontractors who are nonresidents of the State of South Carolina and are conducting a business or performing personal services of a temporary nature carried on within South Carolina must be withheld and forwarded to the South Carolina Tax Commission in cases where a Subcontract or a subcontract exceeds or could reasonably be expected to exceed ten thousand dollars (\$10,000.00) WSRC will withhold as required by law.
- C. Under Title 12 of the Code of Laws of South Carolina, section 12-8-540, seven (7) percent (five (5) percent for corporations) of each and every payment of rentals or royalties to subcontractors who are nonresidents of the State of South Carolina must be withheld and forwarded to the South Carolina Tax Commission in cases where the payments amount to twelve hundred dollars (\$1,200.00) or more a year. WSRC will withhold as required by law.
- D. The above withholdings will not be made provided the Subcontractor presents the

affidavit of registration with the South Carolina Department of Revenue or the South Carolina Secretary of State's Office, or proof of having posted the appropriate bond with the South Carolina Tax Commission.

#### **A.7 TERMINATION FOR CONVENIENCE**

WSRC reserves the right to terminate this Subcontract, or any part hereof, for its sole convenience. In the event of such termination, the Subcontractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this Subcontract, the Subcontractor shall be paid a percentage of the Subcontract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Subcontractor can demonstrate to the satisfaction of WSRC using its standard record keeping system, have resulted from the termination. The Subcontractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

#### **A.8 TERMINATION FOR CAUSE**

- A. WSRC may terminate this Subcontract, or any part hereof, for cause in the event of any default by the Subcontractor, or if the Subcontractor fails to comply with any subcontract terms and conditions, or fails to provide WSRC, upon request, with adequate assurances of future performance. In the event of termination for cause, WSRC shall not be liable to the Subcontractor for any amount for supplies or services not accepted, and the Subcontractor shall be liable to WSRC for any and all rights and remedies provided by law. If it is determined that WSRC improperly terminated this subcontract for default, such termination shall be deemed a termination for convenience.
- B. Subcontractor shall not be liable to WSRC for delays in performance occasioned by causes beyond Subcontractor's reasonable control and without its fault or negligence, including but not limited to acts of God or of the public enemy, acts of the government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of Subcontractor's suppliers at any tier. However, the delays of Subcontractor's suppliers at any tier must be proved to be beyond the control of both Subcontractor and its suppliers and without fault or negligence of either
- C. The rights and remedies of WSRC in this clause are in addition to any other rights and remedies provided by law or under this Subcontract.

#### **A.9 BANKRUPTCY**

If the Subcontractor enters into any proceeding relating to bankruptcy, it shall give written notice to the WSRC Purchasing Representative responsible for administering this Subcontract within five (5) days of initiation of the proceedings. The notification shall include the date on which the proceeding was filed, the identity and location of the court and a listing of the Subcontract numbers for which final payment has not been made.

#### **A.10 TAXES**

Subcontractor shall not collect an increment for South Carolina sales or use tax from WSRC for the items provided under this Subcontract beyond such taxes paid by the Subcontractor to its suppliers. The Subcontract price includes all applicable federal, state, and local taxes and duties.

#### **A.11 CHANGES**

- A. WSRC may, at any time, without notice to the sureties, by written Change Notice, unilaterally make any change in the Work within the general scope of this Subcontract, including but not limited to changes:
- (a) In the specifications;
  - (b) In the method, manner, or sequence of Subcontractor Work;
  - (c) In the Government or WSRC - furnished facilities, equipment, materials, services or site(s);
  - (d) Directing acceleration or deceleration in the performance of the Work; and
  - (e) Modifying the Subcontract Schedule or the Subcontract Milestones.
- B. In addition, in the event of an emergency which WSRC determines endangers life or property, WSRC may use oral orders to Subcontractor for any work required by reason of such emergency. Subcontractor shall commence and complete such emergency work as directed by WSRC. Such orders will be confirmed by Change Notice.
- C. All other changes that are outside the general scope of this Subcontract or that relate to provisions not enumerated above shall be by written bilateral modification.
- D. If at any time Subcontractor believes that acts or omissions of WSRC, or the Government constitute a change to the Work not covered by a Change Notice, Subcontractor shall within ten (10) calendar days of discovery of such act or omission submit a written Change Notice Request explaining in detail the basis for the

request. WSRC will either issue a Change Notice or deny the request in writing.

- E. If any change under this clause directly or indirectly causes an increase or decrease in cost of, or the time required for, the performance of any part of the Work under this Subcontract, whether or not changed by any order, an equitable adjustment shall be made and the Subcontract modified accordingly. However, Subcontractor shall not be entitled to and neither WSRC, nor the Government shall be liable to Subcontractor or its lower-tier Suppliers or Subcontractors for increased costs in connection with any changes or delays in the Work for claims arising in tort (including negligence), or in contract except as specifically provided in this Subcontract.
- F. If the Subcontractor intends to assert a request for an equitable adjustment under this clause, it must, within ten (10) calendar days after receipt of a Change Notice provide written notification of such intent and within a further ten (10) calendar days, pursuant to the article titled "PRICING OF ADJUSTMENTS", submit to WSRC a written proposal setting forth the nature, schedule impact and monetary extent of such claim in sufficient detail to permit thorough analysis and negotiation.
- G. Additional cost or damages recoverable by Subcontractor for any claim for acceleration allowable under this Subcontract shall be limited to additional costs incurred by Subcontractor due to: increased shift length; increased number of days worked per week; increased quantity of construction equipment and materials; increased supervision and other Jobsite overheads.
- H. Any delay by Subcontractor in giving notice or presenting a proposal for adjustment under this clause shall be grounds for rejection of the claim if and to the extent WSRC or the Government are prejudiced by such delay. In no case shall a claim by Subcontractor be considered if asserted after final payment under this Subcontract.
- I. Failure by WSRC and Subcontractor to agree on any adjustment shall be a dispute within the meaning of the term and condition titled "DISPUTES." However, Subcontractor shall proceed diligently with performance of the work as changed pending final resolution of any request for relief, dispute, claim appeal, or action arising under the Subcontract and comply with any decision of WSRC.

#### **A.12 SUSPENSION**

- A. WSRC may by written notice to Subcontractor, suspend at any time the performance of all or any

portion of the Work to be performed under the Subcontract. Upon receipt of such notice, Subcontractor shall, unless the notice requires otherwise:

- (a) Immediately discontinue Work on the date and to the extent specified in the notice,
  - (b) Place no further orders or subcontracts for material, services, or facilities with respect to suspended Work other than to the extent required in the notice,
  - (c) Promptly make every reasonable effort to obtain suspension upon terms satisfactory to WSRC of all orders, subcontracts and rental agreements to the extent they relate to performance of suspended Work,
  - (d) Continue to protect and maintain the Work including those portions on which Work has been suspended, and
  - (e) Take any other reasonable steps to minimize costs associated with such suspensions.
- B. As full compensation for such suspension, Subcontractor will be reimbursed for the following costs, excluding profit, reasonably incurred, without duplication of any item, to the extent that such costs directly result from such Work suspension:
- (a) A standby charge to be paid to Subcontractor during the period of Work suspension, which standby charge shall be sufficient to compensate Subcontractor for keeping, to the extent required in the suspension notice, its organization and equipment committed to the Work on a standby basis,
  - (b) All reasonable costs associated with mobilization and demobilization of Subcontractor's plant, forces and equipment, and
  - (c) An equitable amount to reimburse Subcontractor for the cost of maintaining and protecting that portion of the Work upon which performance has been suspended.
- C. Upon receipt of notice to resume suspended Work, Subcontractor shall immediately resume performance under this Subcontract to the extent required in the notice.
- D. If the Subcontractor intends to assert a claim for equitable adjustment under this clause, it must, within ten (10) calendar days after receipt of notice to resume Work, submit to WSRC a written statement setting forth the schedule impact and monetary extent of such claim in sufficient detail to permit thorough analysis. No

adjustment shall be made for any suspension to the extent that performance would have been suspended, delayed, or interrupted by any Subcontractor non-compliance with the requirements of this Subcontract.

#### **A.13 SUBCONTRACTOR'S LIABILITY FOR FINES AND PENALTIES**

- A. Subcontractor is liable to WSRC for all fines and penalties assessed by any governmental entity against WSRC or DOE as a result of Subcontractor's failure to perform its work under this Subcontract in compliance with the requirements of this Subcontract.
- B. Subcontractor shall indemnify and hold harmless WSRC and DOE from and against any and all claims, demands, actions, causes of action, suits, damages, expenses, including attorney's fees, and liabilities whatsoever resulting from or arising in any manner on account of the assessment of said fines and penalties against WSRC or DOE.

#### **A.14 FOREIGN NATIONALS**

*As used in this Article, the term "Foreign National" is defined to be a person who was born outside the jurisdiction of the United States, is a citizen of a foreign government and has not been naturalized under U.S. law.*

- A. The Subcontractor shall obtain the approval of WSRC, in writing, prior to any visit to a DOE or WSRC facility by any Foreign National in connection with work being performed under this Order, in accordance with the requirements of DOE Order 142.3, Unclassified Foreign Visits and Assignments Program. Visits are normally for the purpose of technical discussions, orientation, observation of projects or equipment, training, subcontract service work, including delivery of materials, or for courtesy purposes. The term "visit" also includes officially-sponsored attendance at a DOE or WSRC event off-site from the DOE/WSRC facility, but does not include off-site events and activities open to the general public. Subcontractors should be aware that required forms and documents necessary for approval of visits by Foreign Nationals should be submitted to the WSRC Purchasing Representative at least four (4) to six (6) weeks prior to the visit, depending on the nationality of the individual and the areas to be visited. Forms can be obtained from the WSRC Purchasing Representative.
- B. In addition, the Subcontractor shall obtain the approval of the WSRC Purchasing

Representative, in writing, prior to the employment of, or participation by, any Foreign National in the performance of work under this Subcontract or any lower tier Subcontract at off-site locations. Such approvals will be processed in accordance with the requirements of DOE Order 142.3

- C. In the performance of off-site work, Foreign Nationals only incidentally involved with a WSRC Subcontract, and who have no knowledge that their activities are associated with WSRC Subcontract work, are exempt from the above.

#### **A.15 PRICE-ANDERSON AMENDMENTS**

##### **ACT**

- A. The Department of Energy has promulgated Procedural Rules (10 CFR 820), Nuclear Safety Management Rules (10 CFR 830), and Radiation Protection Rules (10 CFR 835) in implementation of the Price-Anderson Amendments Act (PAAA) of 1988, Public Law 100-408, August 20, 1988. These rules govern the conduct of persons involved in DOE nuclear activities, and, in particular, are designed to achieve compliance with DOE nuclear safety requirements. Violation of the applicable rules will provide a basis for the assessment of civil and criminal penalties under the PAAA.
- B. This Subcontract is subject to the requirements of the above rules if the performance of work involves conducting activities (including providing items and services), on or off the Savannah River Site, that affect, or may affect, the safety of DOE nuclear facilities.
- C. **Indemnification of WSRC**  
To the extent permitted by law, the Subcontractor assumes full responsibility and shall indemnify, save harmless, and defend WSRC and its principal subcontractors, their agents, officers, employees, and directors from any civil or criminal liability under Sections 234A or 223 (c) of the Act or the implementing regulations at 10 CFR Sections 820, et seq., arising out of the activities of the Subcontractor, its lower-tier subcontractors, suppliers, agents, employees, officers, or directors. The Subcontractor's obligation to indemnify and hold harmless shall expressly include attorneys fees and other reasonable costs of defending any action or proceeding instituted under Sections 234A or 223 (c) of the Act or the implementing regulations at 10 CFR Sections 820, et seq. A copy of the implementing regulations at 10 CFR Sections 820, et seq., will

be made available to the Subcontractor upon request.

#### **A.16 INCORPORATION BY REFERENCE**

This Subcontract incorporates certain clauses by reference. These clauses apply as if they were incorporated in their entirety. For Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) provisions incorporated by reference, "Contractor" means Subcontractor and "Contracting Officer" means WSRC Purchasing Representative. Government means WSRC (except in instances when it is not applicable or appropriate).

*The following clauses, as well as others that may be specified in these Terms and Conditions, are incorporated by reference:*

- (1) FAR 52.222-26, Equal Opportunity (FEB 1999)
- (2) FAR 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998)
- (3) FAR 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)
- (4) DEAR 952.250-70, Nuclear Hazards Indemnity Agreement (JUN 1996)

*FAR clauses may be accessed electronically at <http://www.arnet.gov/far>. DEAR clauses can be found at <http://professionals.pr.doe.gov>.*

#### **A.17 PRICING OF ADJUSTMENTS**

When costs are a factor in any determination of a Subcontract adjustment pursuant to the Term and Condition titled "CHANGES", or any other provision of this Subcontract, such costs, upward or downward, shall be submitted by Subcontractor in the form of a lump sum proposal on WSRC'S forms "Change Notice Proposal Summary" and "Proposal Detail Worksheet".

The proposal shall include an itemized breakdown of all increases or decreases in at least the following detail:

- A. **Direct Labor**. Charges for labor furnished and used by Subcontractor shall be allowable for all manual classifications up to and including foremen. Charges shall not be included for superintendents, assistant superintendents, general foreman, surveyors, office personnel, timekeepers, and maintenance mechanics; these costs are recovered in the overhead and profit rates established by this clause. Labor rates used

to calculate the costs shall be those rates in effect during accomplishment of the changes.

Direct labor costs shall include, in addition to direct payroll costs, payroll taxes, insurance, vacation allowance, subsistence, travel time, overtime premium and any other payroll additives required to be paid by Subcontractor by law or labor agreement(s),

- B. Equipment. Charges shall be allowable for the rental and operation of all equipment furnished and used by Subcontractor, except for equipment or tools with a new cost at point of origin of Five Hundred Dollars or less each, which are deemed to be covered in the overhead and profit rates established by this clause.

For Subcontractor-owned equipment, reasonable equipment charges shall be allowed in accordance with the following:

1. Rental rates as agreed upon in the Subcontract; or
2. Rental rates not greater than seventy percent (70%) of Data Quest Blue Book daily rental rates applicable for the period of performance of the change; and
3. Appropriately discounted to stand-by rates for idle time reasonably required.

When the operated use of equipment is infrequent and, as determined by WSRC, such equipment need not remain at the work site continuously, charges shall be limited to actual hours of use. Equipment not operating but retained at the location of changes at WSRC'S direction shall be charged at the standby rate.

For Rental Equipment not owned by Subcontractor, charges will be computed on the basis of actual invoice cost.

For the cost of both rented and owned to be allowable, Subcontractor must justify and WSRC agree that the individual pieces of equipment are needed, are appropriate for the work, and that the mobilization costs are allocable to the change.

- C. Materials. Approved incurred costs for material incorporated into the changed Work or required for temporary construction facilities made necessary by the change shall be allowable at net cost delivered to the job site.

- D. Overhead, Profit and All Other Costs. Overhead, profit and markup percentages included in the proposal, shall include, but not be limited to, insurance, use of small tools, incidental job burdens, and general home and field office expense. No percentages for overhead, profit or lower-tier markup will be allowed on employment taxes under FICA and FUTA.

The maximum percentage for the overhead, profit and markup shall not exceed those shown below.

For work subcontracted to a lower-tier by Subcontractor, the proposal submitted to WSRC shall only include one overhead percentage and one profit percentage in addition to Subcontractors markup. No more than these three percentages will be allowed regardless of the number of tiers of Suppliers. The lower-tier's percentage of overhead and profit shall not exceed those shown below.

Allowable percentages on changes for direct hire work will not exceed the following: 10 percent overhead and 10 percent profit on the first \$20,000; 7.5 percent overhead and 7.5 percent profit on the next \$30,000; and 6.75 percent overhead and 6.75 percent profit on balance over \$50,000. Profit shall be computed by multiplying the profit percentage by the sum of the direct costs and computed overhead costs.

The prime Subcontractor's fee on work performed by lower-tier Suppliers will be based on the net increased cost to the prime Subcontractor as applicable. Allowable fee on changes will not exceed the following: 8 percent fee on the first \$20,000; 5.5 percent fee on the next \$30,000; and 2 percent fee on balance over \$50,000.

#### A.18 SUBCONTRACTING

Subcontractor shall not subcontract all or substantially all of the Work without the prior written approval of WSRC. This provision shall not apply to purchases of standard commercial articles or raw materials on which Subcontractor shall perform further work.

#### A.19 EXPORT CONTROL

- A U. S. Government property purchased or acquired under this Subcontract may or may not be authorized for export from the U.S. to a foreign country. If export is allowed, the Subcontractor is solely responsible for obtaining



all required clearances or approvals. The Subcontractor also is required to pass on this information and any other DOE-provided export control guidance if the property is resold (including domestic retransfers) or otherwise disposed.

- B. The use, disposition, export and re-export of the property is subject to all applicable U.S. laws and regulations, including the Atomic Energy Act of 1954, as amended; the Arms Export Control Act (22 USC 2751 et seq.); the Export Administration Act of 1979 (50 USC Append 2401 et seq.); DOE Regulations (10 CFR Part 810); International Traffic in Arms Regulations (22 CFR 120 et seq.); Export Administration Regulations (15 CFR 730 et seq.); Foreign Assets Control Regulations (31 CFR 500 et seq.); and the Espionage Act (37 USC 791 et seq.) which among other things, prohibit:
- (1) The making of false statement and concealment of any material information regarding the use or disposition, export or re-export of the property; and
  - (2) Any use of disposition, export or re-export of the property which is not authorized in accordance with the provisions of this Subcontract.

#### **A.20 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK**

- A. Subcontractor shall have the sole responsibility for satisfying itself concerning the nature and location of the Work and the general and local conditions, including but not limited to the following:
- (1) Transportation, access, disposal, handling and storage of materials,
  - (2) Availability and quality of labor, water, electric power and road conditions,
  - (3) Climatic conditions, tides and seasons,
  - (4) River hydrology and river stages,
  - (5) Physical conditions at the Jobsite and the project area as a whole,
  - (6) Topography and ground surface conditions, and
  - (7) Equipment and facilities needed preliminary to and during the performance of the Work.
- B. The failure of Subcontractor to acquaint itself with any applicable conditions will not relieve Subcontractor of the responsibility for properly estimating either the difficulties or the cost of successfully performing Subcontractor's obligations under this Subcontract.

- C. Where WSRC, or the Government has made investigations of subsurface conditions in areas where Work is to be performed under this Subcontract, such investigations are made by WSRC and the Government for the purpose of study and design. If the records of such investigations are included in the Subcontract Documents, the interpretation of such records shall be the sole responsibility of Subcontractor. Neither WSRC, nor the Government assumes any responsibility whatsoever in respect to the sufficiency or accuracy of such investigations, the records thereof, or of the interpretations set forth and there is no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unforeseen developments may not occur, or that materials other than or in proportions different from those indicated may not be encountered.

#### **A.21 DIFFERING SITE CONDITIONS (APR 1984)**

FAR 52.236-2 (Subcontractor shall notify WSRC within 24 hours of occurrence.)

#### **A.22 PERFORMANCE BOND**

- A. The Subcontractor shall furnish a performance bond for the protection of WSRC and the Government in an amount equal to 100 percent of the value of this Subcontract.
- B. The Subcontractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Purchasing Representative, within 10 days after Notice of Award, but in any event, before starting work.
- B. WSRC may require additional performance bond protection when the value of this Subcontract is increased. WSRC may secure additional protection by directing the Subcontractor to increase the penal amount of the existing bond or to obtain an additional bond.
- C. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States.

### **A.23 APPROVALS**

The approval by WSRC of designs, work drawings, specifications, reports, or any other data submitted by Subcontractor hereunder shall not affect or relieve Subcontractor from any responsibility to furnish said items in full conformance with the requirements of this Subcontract.

### **A.24 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA**

- A. Subcontractor agrees to submit a Material Safety Data Sheet (for all hazardous materials/chemicals to the WSRC Purchasing Representative/STR for approval before chemical is brought onto SRS. This obligation applies to all materials delivered under this Subcontract which will involve exposure to hazardous materials/chemicals or items containing these materials/chemicals.
- B. All chemical containers shall be clearly labeled per OSHA standards. Chemicals not in an original container shall also be properly labeled with the product name and hazard markings per the Material Safety Data Sheet on file. Immediate use containers such as painter's pail, etc., are exempt from labeling requirements.
- C. Neither the requirements of this article nor any act or failure to act by WSRC or the Government shall relieve Subcontractor of any responsibility or liability for the safety of WSRC, Government, Supplier, or subcontractor personnel or property.
- D. Subcontractor shall comply with applicable Federal, state, and local laws, codes, ordinances, and regulations (including the acquisition of licenses and permits) in connection with hazardous materials/chemicals.
- E. The Government and WSRC's rights in data furnished under this Subcontract with respect to hazardous materials/chemicals are as follows:
  - (1) To use, duplicate, and disclose any data to which this article is applicable. The purposes of this right are to (i) apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials/chemicals; (ii) obtain medical treatment for those affected by the material/chemical; and (iii) have others use, duplicate, and disclose the data for WSRC and the Government for these purposes.
  - (2) To use, duplicate, and disclose data furnished under this article, in accordance with subparagraph E (1) above, takes

precedence over any other article of this Subcontract providing for rights in data.

- (3) That WSRC and the Government are not precluded from using similar or identical data acquired from other sources.
- (4) That the data shall not be duplicated, disclosed, or released outside of WSRC or the Government, in whole or in part for any acquisition or manufacturing purpose, if the following legend is marked on each piece of data to which this article applies: "This is furnished under United States Government Contract No. DE-AC09-96SR18500 and shall not be used, duplicated, or disclosed for any acquisition or manufacturing purpose without the permission of WSRC. This legend shall be marked on any reproduction of this data."
- (5) That Subcontractor shall not place the legend or any other restrictive legend on any data which
  - (i) Subcontractor or any Subcontractor previously delivered to WSRC or the Government without limitations or
  - (ii) Should otherwise be delivered without limitations.
- F. Subcontractor shall insert this article, including this paragraph F, with appropriate changes in the designation of the parties, in subcontracts at any tier (including purchase designations or purchase orders) under this Subcontract involving hazardous materials/chemicals.

### **A.25 COMPLIANCE WITH LAWS**

Subcontractor shall comply with all applicable federal, state, and local laws and ordinances and all pertinent lawful orders, rules, and regulations and such compliance shall be a material requirement of this Subcontract.

### **A.26 PERMITS AND LICENSES**

Except as otherwise specified, Subcontractor shall procure and pay for all permits, licenses and inspections, other than inspections performed by WSRC and shall furnish any bonds, security, or deposits required by the Government, state, territory, municipality, or other political subdivisions to permit performance of the Work hereunder. This includes, but is not necessarily limited to identifying if such permits and licenses are required, compiling the information and data required for applications to obtain permits and licenses, filing of necessary applications for such permits and licenses, and providing any additional information or data required.

Where permits and licenses are furnished by WSRC or the Government, the Subcontractor shall provide all reasonable assistance requested, including the providing of any necessary information or data.

#### **A.27 PROGRESS**

Subcontractor shall give WSRC full information in advance as to its plans for performing each part of the Work. If at any time, Subcontractor's actual progress is inadequate to meet the requirements of this Subcontract, WSRC may so notify Subcontractor who shall thereupon take such steps as may be necessary to improve its progress. If within a reasonable period as determined by WSRC Subcontractor does not improve performance to meet the currently approved Subcontract Schedule, WSRC may require an increase in Subcontractor's labor force, the number of shifts, overtime operations, additional days of Work per week and an increase in the amount of construction plant, all without additional cost to WSRC. Neither such notice nor WSRC's failure to issue such notice shall relieve Subcontractor of its obligation to achieve the quality of Work and rate of progress required by this Subcontract.

Failure of Subcontractor to comply with WSRC's instructions may be grounds for determination by WSRC that Subcontractor is not prosecuting the Work with such diligence as will assure completion within the times specified. Upon such determination, WSRC may terminate, in accordance with the applicable provisions of this Subcontract, Subcontractor's right to proceed with the performance of the Subcontract.

#### **A.28 EXCUSABLE DELAYS**

If Subcontractor's performance of this Subcontract is prevented or delayed by any unforeseeable cause, existing or future, which is beyond the reasonable control of the parties and without the fault or negligence of Subcontractor, Subcontractor shall, within twenty-four (24) hours of the commencement of any such delay, give to WSRC written notice thereof and within seven (7) calendar days of commencement of the delay, a written description of the anticipated impact of the delay on performance of the Work. Delays attributable to and within the control of Subcontractor's suppliers or subcontractors of any tier shall be deemed delays within the control of Subcontractor. Radiological survey time to release personnel, materials, equipment, or facilities from known radiological areas shall not be considered excusable delays. Within seven (7) calendar days after the termination of any excusable delay, Subcontractor shall file a

written notice with WSRC specifying the actual duration of the delay. Failure to give any of the above notices shall be sufficient ground for denial of an extension of time. If WSRC determines that the delay was unforeseeable, beyond the control and without the fault or negligence of Subcontractor, WSRC will determine the duration of the delay and will extend the time of performance of this Subcontract.

#### **A.29 SUBCONTRACTOR'S WORK AREA**

All Subcontractor Work areas on the Jobsite will be assigned by WSRC. Subcontractor shall confine its operations to the areas so assigned. Should Subcontractor find it necessary or advantageous to use any additional off-site area for any purpose whatsoever, Subcontractor shall, at its expense, provide and make its own arrangements for the use of such additional off-site areas.

#### **A.30 CLEANING UP**

Subcontractor shall, at all times, keep its Work areas in a neat, clean and safe condition.

Upon completion of any portion of the Work, Subcontractor shall promptly remove from the Work area all its equipment, and surplus materials not to be used at or near the same location during later stages of the Work.

Upon completion of the Work and prior to final payment, Subcontractor shall at its expense satisfactorily dispose of all rubbish, remove all plant, buildings, equipment and materials belonging to Subcontractor; and return to a WSRC warehouse or Jobsite storage area all salvageable WSRC or the Government supplied materials. Subcontractor shall leave the premises in a neat, clean and safe condition.

In event of Subcontractor's failure to comply with the foregoing, WSRC will accomplish same at Subcontractor's expense.

#### **A.31 SUBCONTRACTOR'S PLANT, EQUIPMENT AND FACILITIES**

Subcontractor shall provide and use for the Work hereunder only such plant and equipment as are capable of producing the quality and quantity of Work and materials required by this Subcontract and within the time or times specified in the Subcontract Schedule.

Before proceeding with the Work hereunder, Subcontractor shall furnish WSRC with information and drawings relative to such equipment, plant and facilities as WSRC may request. Upon written order

of WSRC, Subcontractor shall discontinue operation of unsatisfactory plant, equipment, or facilities and shall either modify the unsatisfactory items or remove such items from the Jobsite.

Subcontractor shall, at the time any equipment is moved onto the Jobsite, present to WSRC an itemized list of all equipment, including but not limited to cranes, pumps and compressors. Said list must include description and quantity, and serial number where applicable. Prior to removal of any or all equipment, Subcontractor shall clear such removal through WSRC.

Any Subcontractor or rental equipment involved in an on-site accident shall not be removed from the site until all information required for the accident investigation is obtained and approval for release is received from WSRC.

#### **A.32 COOPERATION WITH OTHERS**

WSRC, the Government, other contractors and other subcontractors may be working at the Jobsite during the performance of this Subcontract and Subcontractor Work or use of certain facilities may be interfered with as a result of such concurrent activities. WSRC reserves the right to require Subcontractor to schedule the order of performance of the Work in such a manner as will minimize interference with Work of any of the parties involved. Subcontractor shall fully cooperate with other subcontractors and with WSRC, or the Government. Subcontractor shall not commit any act that will interfere with the performance of work by any other subcontractor or by WSRC, or the Government.

Should Subcontractor incur any additional costs or sustain any damages through any act or omission of another subcontractor, Subcontractor shall have no claim or cause of action against WSRC, WSRC or the Government for such additional costs or damages and hereby waives any such claim. The phrase "act or omission" as used herein includes but is not limited to delays, interferences, hindrances, or disruptions on the part of another subcontractor.

#### **A.33 INTEREST (JUN 1996)**

FAR 52.232-17, with the addition of a paragraph (d) to read as follows: "(d) No interest is payable to the Subcontractor for any claim or voucher the Subcontractor may submit for payment except as specifically imposed by a Court on any judgment obtained by the Subcontractor or as otherwise provided herein."

#### **A.34 WORK ON WSRC, GOVERNMENT OR OTHER PREMISES**

- A. As to the Work to be done or performed by Subcontractor on premises owned or controlled by WSRC, the Government, or the premises of other WSRC subcontractors, Subcontractor assumes the entire responsibility and liability for losses, expenses, damages, demands, and claims in connection with or arising out of any injury including death, or damage to property, sustained in connection with or to have arisen out of the acts or omissions of Subcontractor or its Subcontractors, agents, or employees. Subcontractor shall indemnify and hold harmless the Government and WSRC from and against any and all claims, demands, actions, causes of action including those brought by an employee of the Subcontractor or a State Industrial Insurance subcontractor under a Workers/ Workmen's Compensation Act or statute, suits, damages, expenses including attorney fees and liabilities whatsoever resulting from or arising in any manner on account of or by reason of any injury to or death of any person or any damage to or loss of property attributable directly or indirectly to the acts or omissions of Subcontractor or its Subcontractors, agents, or employees arising out of, or in any way connected with the performance of this Subcontract, whether or not caused in any way by some act or omission, negligence or otherwise, of WSRC or the Government; provided however, that the Subcontractor's duty to indemnify shall not arise if such injury, death, destruction or loss is caused by the sole negligence of WSRC or the Government. Nothing in the foregoing shall be construed to require Subcontractor to indemnify and save harmless the Government and WSRC from any liability arising out of or resulting from a nuclear incident. To the extent necessary to execute the foregoing indemnification and as permitted by law, Subcontractor specifically waives any and all immunity provided by any industrial insurance or Workers/ Workmen's Compensation Act or statute.
- B. When Subcontractor shall perform any part of the Work on the premises of WSRC or the Government during the performance of this Subcontract, the Subcontractor shall have in force and effect, policies of insurance conforming to the terms set forth in Paragraph C of this Article.
- C. (1) The Subcontractor shall procure and thereafter maintain at its own expense, the following insurance:

- (i) Workers' Compensation and Employer's Liability.  
Limits of Liability: Worker's Compensation: Statutory limits in the jurisdiction wherein the Work is to be performed.  
Employer's Liability: A minimum of \$1,000,000.
  - (ii) Comprehensive general liability including Bodily Injury and Property Damage.  
Limits of Liability: A minimum of \$1,000,000 Combined Single Limit.  
Endorsements: WSRC and the Government to be endorsed as Additional Insured.  
Contractual Liability including all coverage endorsed on the basic policy.
  - (iii) Automobile Liability including Bodily Injury and Property Damage including All Owned, Non-Owned and Hired.  
Limits of Liability: \$1,000,000 Combined Single Limit  
Endorsements: WSRC and the Government to be endorsed as Additional Insured.
- (2) Certificates of insurance evidencing that the requirements of this Article have been met shall be furnished to WSRC before work is commenced with respect to performance under this Order. Certificates shall identify on their face, the WSRC Purchase Order or Subcontract Number. In addition, a copy of the endorsements to insurance policies as required by paragraph C.(1)(ii) and (iii) above naming WSRC and the Government as "Additional Insured" shall be submitted with the certificate of insurance. Provisions shall be made for thirty days advance notice by mail to WSRC of change in or cancellation of such insurance. Certificates shall be issued by insurance carriers satisfactory to WSRC.
- (3) In the event the Subcontractor fails to furnish such Certifications of Insurance, as required in Paragraph 2 hereinabove, prior to commencement of work or to continue to maintain such insurance during the performance of the Subcontract, WSRC shall have the right to stop work and/or to withhold any payments or partial payments required to be made under this Subcontract; and shall have the right to continue withholding any or all of said payments so long as the Subcontractor has not complied with the requirements of this Article.
- (4) On contracts involving blasting or other hazardous operations, the Subcontractor's insurance shall specifically state that all blasting or such other hazardous operations are fully covered.
- D. Subcontractor agrees to comply with and require its Subcontractors to comply with all applicable laws, rules, and regulations with respect to state industrial insurance or Workers/Workmen's Compensation, occupational disease, occupational safety and health, or withholding and payment of social security and federal and state income taxes. Subcontractor further agrees to indemnify WSRC and the Government against, and to save and hold harmless WSRC and the Government from, any and all liability and expense with respect to claims against WSRC or the Government which may result from the failure or alleged failure of Subcontractor or of any of its Subcontractors to comply therewith.

#### **A.35 COMPLIANCE WITH EMPLOYEE CONCERNS**

- A. Subcontractors shall ensure subcontractor employees are aware of the DOE-SRS and WSRC Employee Concerns Programs (ECP) and how to use the program by performing the following:
- (1). Ensure employees are provided with information on the DOE-SRS and WSRC ECPs during initial orientation and annual training.
  - (2) Ensure that posters identifying the DOE-SRS and WSRC ECP telephone "hotline" numbers are displayed in conspicuous locations throughout the worksite. WSRC will provide posters, as necessary.
  - (3) Inform employees and subcontractor employees of the availability of the DOE-SRS ECP in case of dissatisfaction or lack of confidence with other reporting systems.
  - (4) Ensure managers and supervisors are aware of the prohibition of any reprisal against employees who have or are believed to have raised or reported concerns.
- B. Subcontractors must immediately notify the STR or Procurement Representative of any employee concern involving:
- (1) A condition which constitutes an imminent threat to the health and safety of site personnel or to the general public.
  - (2). Circumstances which would cause adverse public reaction or receive local media attention.

- (3) Allegations of reprisal.
- C. Subcontractors shall investigate any employee concern referred by the STR and inform the STR of investigation results within 7 days of receipt of concern. Inform the STR in writing if an extension to this 7-day timeframe is required, along with status of investigation to date and actions pending to closure. The investigation shall be conducted to the satisfaction of the WSRC Purchasing Representative.

### **A.36 BADGING REQUIREMENTS**

#### **A. Photo Badge**

- (1) To obtain a one-year Photo Badge, Subcontractor employees and any Lower-tier Subcontractor employees must be processed through WSRC's Subcontract Badging Procedure and are subject to investigation by Governmental authorities. All badges must be returned or accounted for prior to final payment. All employees must be at least 18 years old.
- (2) Subcontractor employees and any Lower-tier Subcontractor employees shall complete Subcontractor Employee Data Sheet and Fingerprint Cards.
- (3) Subcontractor will observe the following badging procedure for processing employees through employment and security orientation:
  - (i) A minimum of two working days prior to the start of the badging and orientation process, subcontractor shall transmit the following information to the STR (or the End User if an STR is not appointed for this order):
    - Subcontract Number
    - Employee name
    - Employee address
    - Employee Social Security Number
    - Employee Date of Birth
  - (ii) Subcontractor employees shall report to SRS Building 703-46A at SRS Road 1, approximately two miles east of SC Highway 125 in Jackson, SC. Employee shall be given a temporary badge for travel to SRS Central Shops Area for Substance Abuse Program (SAP) Testing. (See Article titled "Workplace Substance Abuse Programs.")
  - (iii) Each employee must successfully pass General Employee Training (GET) prior to undergoing the Photo Badging

procedure. See Article titled "General Employee Training and Annual Refresher Training for Subcontract Employees". GET is given on Monday of each week in the Jackson, SC municipal building, and should be scheduled well in advance of the desired date in order to assure placement.

- (iv) The orientation and badging process will take approximately four (4) hours.
  - (4) The maximum duration that Subcontractor employees will be issued a site access badge is one (1) year. Subcontractor employees requiring a new badge will report to the Badge Office and repeat the badging process.
  - (5) If Work under this Subcontract is to be performed in security areas, all personnel will be required to sign in and out at security gates and are subject to a search of their person and belongings at entrances to or exit from the area.
- B. **Temporary Badge** (typically for visitors and short term personnel).
- (1) Temporary badges are valid for a maximum of 10 calendar days per person in a calendar year. To avoid unnecessary expiration, these badges should be returned to the badge office immediately upon completion of need.
  - (2) Two working days prior to the need date, subcontractor shall transmit the following information to the STR/End User :
    - Subcontract Number
    - Employee name
    - Employee address
    - Employee Social Security Number
    - Employee Date of Birth
  - (3) The Assigned Competent Person (ACP) (Subcontractor or WSRC employee) shall perform Task Analysis of scope to be performed and identify any applicable contractual task specific checklist(s) from the subcontractors accepted Worker Protection Plan or WSRC's Focused Observation Database if a WPP is not required by the terms of this order.
  - (4) ACP shall provide advance copy of "Visitor/Vendor Safety Briefing" and any task specific safety checklist(s).
  - (5) Badge Office provides initial security briefing, issues registration card and obtains acknowledgement signature, issues "maroon" Visitors Badge for duration requested by STR/End User.

- (6) ACP reviews any applicable checklist(s) and performs focused observations as directed by the STR/End User.
- (7) Upon completion of scope, return badge to Badge Office upon exiting SRS.

C. Identity Verification.

- (1) In order to receive a photo or temporary badge for entry to SRS, supplier/subcontractor employees, except delivery personnel (see subparagraph (2) below), will be required to present two specific forms of identification from the "List of Acceptable Documents" (Department of Homeland Security Form I-9, copy available on the WSRC Internet Home Page at [http://www.srs.gov/general/busiops/PMM D/general\\_provisions.htm](http://www.srs.gov/general/busiops/PMM_D/general_provisions.htm)). At least one of the documents selected from the list must be a valid State or Federal government-issued picture ID. .

- (2) Vendor Delivery Personnel. Unbadged personnel seeking a temporary badge for material/equipment deliveries will be required to present one form of picture identification that will verify their identity, such as a valid state driver's license that includes a photograph. Delivery personnel shall enter the site at the Aiken Barricade located approximately one (1) mile south of SC Highway 278, and will be escorted at all times to the delivery location and back to the entrance barricade by Wackenhut Services, Inc assigned escorts, or by Assigned Competent Persons (WSRC or Subcontractor).

- D. If the Subcontractor or any lower-tier subcontractor should independently suspend or remove an employee from work at the Savannah River Site (SRS) for unsafe acts or behavior, the Subcontractor shall immediately notify the STR/End User, return the employee's badge to the STR/End User, and provide the STR/End User with written notification of the employee's name and reason(s) for such suspension or removal.

## SECTION B

### SECTION B ARTICLES APPLY ONLY IF SPECIFIED IN THE SUBCONTRACT

#### **B.1 INTEGRATION OF ENVIRONMENT, SAFETY AND HEALTH INTO WORK PLANNING AND EXECUTION**

A. For the purpose of this Article,

- (1) Safety encompasses environment, safety and health, including pollution prevention and waste minimization; and
- (2) Employees include Subcontractor and lower-tier subcontractor employees.

- B. In performing work under this Subcontract, the Subcontractor and any lower-tier Subcontractor(s), shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Subcontractor shall exercise a degree of care commensurate with the work and the associated hazards. The Subcontractor shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral, but visible part of the Subcontractor's work planning and execution processes. The Subcontractor shall, in the performance of work, ensure that:

- (1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those subcontractor and lower-tier subcontractor employees managing or supervising employees performing work.
- (2) Clear and unambiguous lines of authority and responsibility for ensuring ES&H are established and maintained at all organizational levels.
- (3) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
- (4) Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
- (5) Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
- (6) Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent

accidents and unplanned releases and exposures.

- (7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by WSRC and the Subcontractor. These agreed-upon conditions and requirements of the Subcontract are binding upon the Subcontractor. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work.
- C. The Subcontractor and any lower-tier Subcontractor(s), shall manage and perform work in accordance with Article B.2 of these Terms and Conditions or a documented Worker Protection Plan (WPP) that fulfills all conditions in paragraph B. of this Article to the degree specified in Article B.3 or B.4 of these Terms and Conditions as indicated applicable to this subcontract. Documentation in the subcontract shall describe how the Subcontractor will:
- (1) Define the Work to be performed;
  - (2) Identify and analyze hazards associated with the work;
  - (3) Develop and implement hazard controls;
  - (4) Perform work within controls; and
  - (5) Provide feedback on adequacy of controls and continue to improve safety management.
- D. The subcontract shall describe how the Subcontractor will establish, document, and implement safety performance objectives, performance measures, and commitments in response to Subcontract requirements and funding limits while maintaining the integrity of the WPP. The subcontract shall also describe how the Subcontractor will measure WPP effectiveness.
- E. The Subcontractor shall submit to the Purchasing Representative documentation of its WPP for review and acceptance. The Purchasing Representative will establish dates for submittal, discussions, and revisions to the WPP. The Purchasing Representative will provide guidance on preparation, content, review, and acceptance of the WPP. On an annual basis, the Subcontractor shall review and update, for WSRC acceptance, its safety performance objectives, performance measures, and commitments consistent with, and in response to, Subcontract requirements, funding limits and direction. Resources shall be identified and allocated to meet the safety

objectives and performance commitments as well as maintain the integrity of the entire WPP. Accordingly, the subcontract shall be integrated with the Subcontractor's business processes, as applicable to the Scope of Work contained in this subcontract, for work planning, budgeting, authorization, execution, and change control.

- F. The Subcontractor and any lower-tier Subcontractor(s), shall comply with, and assist WSRC in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in the Article of this Subcontract on Laws, Regulations, and DOE Directives. The Subcontractor shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this Subcontract.
- G. The Subcontractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements including those specified in the subcontract. If the Subcontractor fails to provide resolution or, if at any time, the Subcontractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the Purchasing Representative may issue an order stopping work in whole or in part. Any stop work order issued by the Purchasing Representative under this Article (or issued by the Subcontractor to a lower-tier subcontractor shall be without prejudice to any other legal or contractual rights of WSRC. In the event that the Purchasing Representative issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the Purchasing Representative. The Subcontractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this Article.
- H. WSRC shall hold the Subcontractor responsible for compliance with the ES&H requirements applicable to this Subcontract, including performance of work by any lower-tier subcontractor(s).

## **B.2 ENVIRONMENT, SAFETY, AND HEALTH COMPLIANCE - ALTERNATIVE I**

*(Compliance by the Subcontractor with the requirements of this Article B.2 of these Terms and Conditions shall satisfy any/all requirements of Article B.1 of these Terms and Conditions, "Integration Of Environment, Safety and Health Into Work Planning And Execution", applicable to the scope of work contained in this Subcontract.)*



- A. The Subcontractor, and any lower-tier Subcontractor(s), shall take all reasonable precautions in the performance of the work under this Subcontract to protect the environment, safety, and health of employees and members of the public. All work shall be performed to include lower-tier subcontracted work in compliance with all applicable WSRC/DOE environmental, safety, and health requirements, orders, and procedures including related reporting requirements. Such procedures provide authority to WSRC employees to call a "time out/stop work" when unsafe conditions are observed and/or employee actions are likely to cause injury to themselves, other personnel, or cause damage to SRS property. The subcontractor shall ensure that its employees, including lower-tier subcontractor employees are aware of this authority, and also have similar "time out/stop work" authority when performing work under this subcontract. The WSRC Purchasing Representative shall notify the Subcontractor in writing of any noncompliance with the provisions of this Article and the corrective action to be taken. After receipt of such notice, the Subcontractor shall immediately take corrective action. In the event that the Subcontractor fails to take corrective action and comply with said WSRC/DOE regulations, requirements and procedures the WSRC Purchasing Representative may, without prejudice to any other legal or contractual rights of WSRC, issue an order stopping work in whole or in part. An order authorizing the resumption of work may be issued at the discretion of the Purchasing Representative. The Subcontractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this Article.
- B. Prior to the start of work under this subcontract, the subcontractor shall provide to the WSRC Purchasing Representative a letter acknowledging a Corporate Safety and Health Policy and confirmation of compliance with WSRC procedures. In addition, for any tasks identified in the Statement of Work as outside the scope of WSRC procedures, the Subcontractor shall provide to the WSRC Purchasing Representative for WSRC review and acceptance any appropriate documentation, procedures or manuals containing task hazard reviews and safeguards to be implemented.
- C. Equipment Safety. The Subcontractor shall ensure that major equipment used in the performance of work under this subcontract is inspected, operated and maintained by qualified competent personnel. As confirmation, the Subcontractor shall complete Form PF-44, Major Equipment Declaration, (copy available on the WSRC Internet Home Page) and provide one (1) copy to the WSRC Procurement Representative and one (1) copy to the Subcontract Technical Representative (STR), prior to placing any such equipment in service on the Savannah River Site. Additionally, prior to performing any activity involving the loading, unloading, and transporting of self-propelled medium or heavy duty equipment on the Savannah River Site, the Subcontractor shall complete the "Self-propelled Equipment Loading, Unloading & Transport Safety Review Checklist", copy available on the WSRC Home Page at ([http://www.srs.gov/general/busiops/PMMD/general\\_provisions.htm](http://www.srs.gov/general/busiops/PMMD/general_provisions.htm)), and provide a copy to the STR.
- D. Assigned Competent Person. The Subcontractor shall designate in writing an Assigned Competent Person (ACP), and alternates, who will be responsible for SRS perimeter barricade escort and safety orientation for non-badged material/equipment delivery personnel and other non-badged subcontractor personnel seeking temporary badges in support of the subcontractor's work scope. The ACP shall be a responsible employee, cognizant of the subcontract scope and all applicable environmental, safety and health requirements, including any focused observation safety checklists. The ACP shall furnish an advance copy of the "Visitor/Vendor Safety Briefing" (copy available on the SRS Internet Home Page), and applicable focused observation safety checklists to any lower-tier or supplier anticipating entry onto SRS. The ACP shall also meet entering personnel at the WSRC Badging Office, Building 703-46A. The ACP and entering personnel shall review the scope of work to be performed and upon arrival at the work site review, complete and date any applicable focused observation safety checklist(s). For material/equipment deliveries, the ACP shall review any applicable focused observation safety checklists with delivery personnel, including specific safety measures required for loading/unloading in accordance with OSHA.
- E. Safety and Health Representative. The Subcontractor shall designate a safety and health professional or representative, as specified in the subcontract. The designation must include the

person's qualifications and duties. A designated Safety Representative shall have a minimum of thirty (30) hours formal Safety and Health training in OSHA standards or pre-approved equivalent, having other safety related training certificates and/or job experience in General Industry/Construction safety with an understanding of 29 CFR 1910/1926 requirements.

**B.3 ENVIRONMENT, SAFETY, AND  
HEALTH COMPLIANCE  
ALTERNATIVE II**

*(Compliance by the Subcontractor with the requirements of this Article B.3 of these Terms and Conditions shall satisfy any/all requirements of Article B.1 of these Terms and Conditions, "Integration Of Environment, Safety and Health Into Work Planning And Execution", applicable to the scope of work contained in this Subcontract.)*

A. The Subcontractor and any lower-tier subcontractor(s) shall take all reasonable precautions in the performance of the work under this Subcontract to protect the environment, safety and health of employees and members of the public, and shall comply with OSHA and all other applicable federal, state and local regulatory requirements. The subcontractor and any lower-tier subcontractor shall comply with site-specific ES&H requirements when specified in the subcontract. The WSRC Purchasing Representative shall notify the Subcontractor in writing of any noncompliance with the provisions of this Article. After receipt of such notice, the Subcontractor shall immediately take corrective action. In the event that the Subcontractor fails to take corrective action and comply with said regulations and requirements, the WSRC Purchasing Representative may, without prejudice to any other legal or contractual rights of WSRC, issue an order stopping work in whole or in part. An order authorizing the resumption of work may be issued at the discretion of the Purchasing Representative. The Subcontractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this Article.

**B. Corporate Worker Protection Plan (WPP)**

The Subcontractor shall possess and maintain a corporate Worker Protection Plan (WPP) which implements the OSHA requirements applicable to the normal course of the Subcontractor's business. Prior to the start of work under this

Subcontract, the Subcontractor shall provide to the WSRC Procurement Representative a copy of the WPP and sample Task Specific Plans (TSP) (based on a minimum of three tasks in the scope of work) for review and acceptance by the appropriate WSRC organization(s). Note: Subcontractor is responsible for conducting hazard analysis and documenting additional TSPs. Work under this Subcontract shall not commence until the WPP and TSPs have been accepted by WSRC. The Subcontractor shall provide a copy of the accepted WPP and TSP to any lower-tier Subcontractor(s). The Subcontractor's employees and the employees of any lower-tier Subcontractor(s), shall comply with the WPP and TSPs in the performance of the work under this Subcontract. The WPP shall meet the following minimum requirements:

- (1) Shall include management policies that provide for clear goals, responsibilities, authority, and accountability for meeting loss control objectives.
- (2) Shall include the implementation of applicable local, state, federal, environment, safety and health requirements that are relevant to the scope of work, including ANSI C2-1981, "National Electrical Safety Code", and NFPA 70E, "Standard for Electrical Safety Requirements for Employee Workplaces";
- (3) Shall provide employee guidance on internal engineering controls, precautions, and requirements on personal protective equipment (PPE) to minimize, control and/or prevent employee exposure to include equipment/property loss;
- (4) Shall include Task Specific Plans that include hazard identification and control measures that provide for safe work practices and employee training (i.e., 1) Define Scope of Work, 2) Identify and Analyze Hazards, 3) Develop and Implement Controls, 4) Perform Work within Controls, 5) Provide Feedback, and Continuous Improvement.)
- (5) Shall include Focused Observation Checklists, as applicable. The Subcontractor shall (i) thoroughly assess the work scope, (ii) identify the associated hazards, and (iii) apply elements of corresponding Checklists within the Worker Protection Plan (WPP) or utilize applicable Checklists as attachments to the WPP. Subcontract scope performed by the subcontractor and its lower-tier Subcontractors will typically be covered by

- the WPP and appropriate Checklists. Such Checklists are available on the Savannah River Site Internet Home Page ([http://www.srs.gov/general/busiops/PMMD/general\\_provisions.htm](http://www.srs.gov/general/busiops/PMMD/general_provisions.htm)) for review and down loading.
- (6) Shall include a process that provides authority to subcontractor and lower-tier subcontractor employees to call for a “time out/stop work” when unsafe conditions are observed and/or employee actions are likely to cause injury to themselves, other personnel, or cause damage to SRS property.
- C. Equipment Safety. The Subcontractor shall ensure that major equipment used in the performance of work under this subcontract is inspected, operated and maintained by qualified competent personnel. As confirmation, the Subcontractor shall complete Form PF-44, Major Equipment Declaration, (copy available on the WSRC Internet Home Page) and provide one (1) copy to the WSRC Procurement Representative and one (1) copy to the Subcontract Technical Representative (STR), prior to placing any such equipment in service on the Savannah River Site. Additionally, prior to performing any activity involving the loading, unloading, and transporting of self-propelled medium or heavy duty equipment on the Savannah River Site, the Subcontractor shall complete the “Self-propelled Equipment Loading, Unloading & Transport Safety Review Checklist”, copy available on the WSRC Home Page at ([http://www.srs.gov/general/busiops/PMMD/general\\_provisions.htm](http://www.srs.gov/general/busiops/PMMD/general_provisions.htm)), and provide a copy to the STR.
- D. Assigned Competent Person. The Subcontractor shall designate in writing an Assigned Competent Person (ACP), and alternates, who will be responsible for SRS perimeter barricade escort and safety orientation for non-badged material/equipment delivery personnel and other non-badged subcontractor personnel seeking temporary badges in support of the subcontractor’s work scope. The ACP shall be a responsible employee, cognizant of the subcontract scope and all applicable environmental, safety and health requirements, including any focused observation safety checklists. The ACP shall furnish an advance copy of the “Visitor/Vendor Safety Briefing” (copy available on the SRS Internet Home Page), and applicable focused observation safety checklists to any lower-tier or supplier anticipating entry onto SRS. The ACP shall also meet entering personnel at the WSRC Badging Office, Building 703-46A. The ACP and entering personnel shall review the scope of work to be performed and upon arrival at the work site review, complete and date any applicable focused observation safety checklist(s). For material/equipment deliveries, the ACP shall review any applicable focused observation safety checklists with delivery personnel, including specific safety measures required for loading/unloading in accordance with OSHA and the WPP.
- E. Safety and Health Representative. The Subcontractor shall designate a safety and health professional or representative, as specified in the subcontract. The designation must include the person’s qualifications and duties and be documented in the Subcontractor’s Worker Protection Plan. A designated Safety Representative shall have a minimum of thirty (30) hours formal Safety and Health training in OSHA standards or pre-approved equivalent, having other safety related training certificates and/or job experience in General Industry/Construction safety with an understanding of 29 CFR 1910/1926 requirements.
- F. Material Safety Data Sheets. The Subcontractor shall provide the STR copies of Material Safety Data Sheets for all chemicals brought to SRS prior to the initial use of such chemicals. In addition, the Subcontractor shall provide the STR with a current inventory on a monthly basis for chemicals stored on-site for thirty (30) or more days per EPCRA/CERCLA. All chemicals stored on-site shall follow NFPA storage guidelines.
- G. Environmental Compliance The Subcontractor and any lower-tier subcontractor(s) shall comply with all applicable environmental protection laws, Executive Orders, ordinances, regulations, directives, and codes. Upon request, the Subcontractor shall submit an Environmental Compliance Plan (ECP) outlining the methods proposed to address the environmental requirements specified in the scope of work. The ECP shall specify the person responsible for ensuring the requirements are met.
- H. Site Reporting Requirements The Subcontractor shall immediately notify the STR or WSRC Procurement Representative of any event/condition that may require reporting to DOE. Further, the Subcontractor shall cooperate with any WSRC or DOE critique, analysis, or

investigation and complete necessary reports for such events/conditions. Events/conditions that require reporting to DOE are defined in DOE Manual 231.1-2 (DOE M 231.1-2) and can include (but are not limited to):

- (1) Operational emergencies,
- (2) Occupational injury or illness (including exposures to hazardous substances in excess of allowable limits) and near misses,
- (3) Fires/explosions.
- (4) Hazardous energy control failures,
- (5) Operations shutdown directed by management for safety response,
- (6) Environmental release of radioactive materials, hazardous substances, regulated pollutants, oil spills, etc.,
- (7) Violation of Federal Motor Carrier Safety Regulations or Hazardous Material Regulations,
- (8) Loss, damage, theft, or destruction to government property (including damage to ecological resources like wetlands, critical habitats, historical/archeological sites, etc.),
- (9) Spread of radioactive contamination or loss of control of radioactive materials,
- (10) Personnel radioactive contaminations or exposures, and
- (11) Violations of procedures.

In addition, the Subcontractor shall preserve conditions surrounding or associated with the event for continued investigation unless such actions interfere with establishing a safe condition.

#### **B.4 ENVIRONMENT, SAFETY, AND HEALTH COMPLIANCE - ALTERNATIVE III**

*(Compliance by the Subcontractor with the requirements of this Article B.4 of these Terms and Conditions shall satisfy any/all requirements of Article B.1 of these Terms and Conditions, "Integration Of Environment, Safety and Health Into Work Planning And Execution", applicable to the scope of work contained in this Subcontract.)*

- A. The Subcontractor and any lower-tier subcontractor(s) shall take all reasonable precautions in the performance of the work under this Subcontract to protect the environment, safety and health of employees and members of the public, and shall comply with OSHA and all other applicable federal, state and local regulatory requirements. The subcontractor and any lower-tier subcontractor shall comply with site-specific ES&H requirements when specified in the subcontract. The WSRC Purchasing Representative shall

notify the Subcontractor in writing of any noncompliance with the provisions of this Article. After receipt of such notice, the Subcontractor shall immediately take corrective action. In the event that the Subcontractor fails to take corrective action and comply with said regulations and requirements, the WSRC Purchasing Representative may, without prejudice to any other legal or contractual rights of WSRC, issue an order stopping work in whole or in part. An order authorizing the resumption of work may be issued at the discretion of the WSRC Purchasing Representative. The Subcontractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this Article.

#### **B. Corporate Worker Protection Plan (WPP)**

The Subcontractor shall possess and maintain a corporate Worker Protection Plan (WPP) which implements the OSHA requirements applicable to the normal course of the Subcontractor's business. Prior to the start of work under this Subcontract, the Subcontractor shall provide to the WSRC Purchasing Representative a copy of the WPP for review and acceptance by the appropriate WSRC organizations. The Subcontractor's employees and the employees of any lower-tier subcontractor(s), shall comply with the WPP in the performance of the work under this Subcontract. Work under the Subcontract shall not commence until the WPP has been received and accepted by WSRC. The Subcontractor shall provide a copy of the WPP to any lower-tier subcontractor(s). The WPP shall meet the following minimum requirements:

- (1) Shall include management policies that provide for clear goals, responsibilities, authority, and accountability for meeting loss control objectives;
- (2) Shall include the implementation of applicable local, state, federal, environment, safety and health requirements that are relevant to the scope of work, including ANSI C2-1981, "National Electrical Safety Code", and NFPA 70E, "Standard for Electrical Safety Requirements for Employee Workplaces";
- (3) Shall provide employee guidance on task hazards, engineering controls, precautions, and requirements on Personal Protective Equipment (PPE) to minimize, control and/or prevent employee exposure to include equipment/property loss;
- (4) Shall include Focused Observation Checklists, as applicable. The

Subcontractor shall (i) thoroughly assess the work scope, (ii) identify the associated hazards, and (iii) apply elements of corresponding Checklists within the Worker Protection Plan (WPP) or utilize applicable Checklists as attachments to the WPP. Subcontract scope performed by the subcontractor and its lower-tier Subcontractors will typically be covered by the WPP and appropriate Checklists. Such Checklists are available on the Savannah River Site Internet Home Page ([http://www.srs.gov/general/busiops/PMMD/general\\_provisions.htm](http://www.srs.gov/general/busiops/PMMD/general_provisions.htm)) for review and down loading.

- (5) Shall include a process that provides authority to subcontractor and lower-tier subcontractor employees to call for a "time out/ stop work" when unsafe conditions are observed and/or employee actions are likely to cause injury to themselves, other personnel, or cause damage to SRS property.
- C. Equipment Safety. The Subcontractor shall ensure that major equipment used in the performance of work under this subcontract is inspected, operated and maintained by qualified competent personnel. As confirmation, the Subcontractor shall complete Form PF-44, Major Equipment Declaration, (copy available on the WSRC Internet Home Page) and provide one (1) copy to the WSRC Procurement Representative and one (1) copy to the Subcontract Technical Representative (STR), prior to placing any such equipment in service on the Savannah River Site. Additionally, prior to performing any activity involving the loading, unloading, and transporting of self-propelled medium or heavy duty equipment on the Savannah River Site, the Subcontractor shall complete the "Self-propelled Equipment Loading, Unloading & Transport Safety Review Checklist", copy available on the WSRC Home Page at ([http://www.srs.gov/general/busiops/PMMD/general\\_provisions.htm](http://www.srs.gov/general/busiops/PMMD/general_provisions.htm)), and provide a copy to the STR.
- D. Assigned Competent Person. The Subcontractor shall designate in writing an Assigned Competent Person (ACP), and alternates, who will be responsible for SRS perimeter barricade escort and safety orientation for non-badged material/equipment delivery personnel and other non-badged subcontractor personnel seeking temporary badges in support of the subcontractor's work

scope. The ACP shall be a responsible employee, cognizant of the subcontract scope and all applicable environmental, safety and health requirements, including any focused observation safety checklists. The ACP shall furnish an advance copy of the "Visitor/Vendor Safety Briefing" (copy available on the SRS Internet Home Page), and applicable focused observation safety checklists to any lower-tier or supplier anticipating entry onto SRS. The ACP shall also meet entering personnel at the WSRC Badging Office, Building 703-46A. The ACP and entering personnel shall review the scope of work to be performed and upon arrival at the work site review, complete and date any applicable focused observation safety checklist(s). For material/equipment deliveries, the ACP shall review any applicable focused observation safety checklists with delivery personnel, including specific safety measures required for loading/unloading in accordance with OSHA and the WPP.

- E. Safety and Health Representative. The Subcontractor shall designate a safety and health professional or representative, as specified in the subcontract. The designation must include the person's qualifications and duties and be documented in the Subcontractor's Worker Protection Plan. A designated Safety Representative shall have a minimum of thirty (30) hours formal Safety and Health training in OSHA standards or pre-approved equivalent, having other safety related training certificates and/or job experience in General Industry/Construction safety with an understanding of 29 CFR 1910/1926 requirements.
- F. Material Safety Data Sheets. The Subcontractor shall provide the STR copies of Material Safety Data Sheets for all chemicals brought to SRS prior to the initial use of such chemicals. In addition, the Subcontractor shall provide the STR with a current inventory on a monthly basis for chemicals stored on-site for thirty (30) or more days per EPCRA/CERCLA. All chemicals stored on-site shall follow NFPA storage guidelines.
- G. Environmental Compliance The Subcontractor and any lower-tier subcontractor(s) shall comply with all applicable environmental protection laws, Executive Orders, ordinances, regulations, directives, and codes. Upon request, the Subcontractor shall submit an Environmental Compliance Plan (ECP) outlining the methods proposed to address the environmental requirements specified in the

scope of work. The ECP shall specify the person responsible for ensuring the requirements are met.

H. Site Reporting Requirements

The Subcontractor shall immediately notify the STR or WSRC Purchasing Representative of any event/condition that may require reporting to the DOE. Further, the Subcontractor shall cooperate with any WSRC or DOE critique, analysis, or investigation and complete necessary reports for such events/conditions. Events/conditions that require reporting to DOE are defined in DOE Manual 231.1-2 (DOE M 231.1-1-2) and can include (but are not limited to):

- (1) Operational emergencies,
- (2) Occupational injury or illness (including exposures to hazardous substances in excess of allowable limits) and near misses,
- (3) Fires/explosions,
- (4) Hazardous energy control failures,
- (5) Operations shutdown directed by management for safety reasons,
- (6) Environmental release of radioactive materials, hazardous substances, regulated pollutants, oil spills, etc.
- (7) Violation of Federal Motor Carrier Safety Regulations or Hazardous Material Regulations, and
- (8) Loss damage, theft, or destruction to government property (including damage to ecological resources like wetlands, critical habitats, historical/archeological sites, etc.),
- (9) Spread of radioactive contamination or loss of control of radioactive materials,
- (10) Personnel radioactive contaminations or exposures, and
- (11) Violations or procedures.

In addition, the Subcontractor shall preserve conditions surrounding or associated with the event for continued investigation unless such actions interfere with establishing a safe condition.

**B.6 PAYMENT BY SUBCONTRACTOR TO WSRC**

- A. The Subcontractor shall receive title to all property to be dismantled, demolished, or removed under this subcontract and not specifically designated in the Schedule as being retained by WSRC. Except as provided in paragraph C below, the title shall vest in the Subcontractor immediately upon WSRC's issuing the notice of award, or if a performance bond is to be furnished, upon WSRC's issuing a notice to proceed with the work. WSRC shall

not be responsible for the condition of or any loss or damage to the property.

- B. The Subcontractor shall promptly remove from the site all property acquired by the Subcontractor. WSRC shall not permit storage of property on the site beyond the completion date.
- C. Upon written notice to the Subcontractor while the aforesaid property remains in the possession of the Subcontractor, WSRC may reclaim title to any of the property if WSRC determines:
- (1) that the property does contain, or may contain, classified U.S. Government data (in any form), and/or technology sensitive to the national interest, or
  - (2) that the property is "Proliferation Sensitive Property", as defined in Article A.19 of these Terms and Conditions.

WSRC and the Government are not liable to the Subcontractor for any costs associated with the inadvertent inclusion of such property in the Subcontract. If payment has been made for any such property, the payment shall be refunded to the Subcontractor. Any reshipment costs involved will be the responsibility of WSRC. Once notified by WSRC of its intent to reclaim the aforesaid property, the Subcontractor agrees to take all reasonable measures to safeguard the aforesaid property until reclaimed by WSRC.

- D. The Subcontractor shall perform the work within the time called for under this subcontract, and before proceeding with the work, shall make full payment to WSRC, as provided for in the Subcontract. Checks shall be made payable to the office designated in the subcontract.

**B.7 WORKPLACE SUBSTANCE ABUSE PROGRAM**

A. Fitness for Duty

- (1) (i) The Subcontractor shall advise employees and the employees of lower tier subcontractors and agents that it is the policy of WSRC to prohibit the use, possession, sale and distribution of alcohol, drugs or other controlled substance within the limits of the Savannah River Site (SRS), and/or any off-Site facilities, and to prohibit the presence of individuals who have such substances in the body for non-medical reasons. Any Subcontractor employee who is found in violation of the policy may be removed or barred from the site.
- (ii) The Subcontractor agrees to advise its employees and the employees of lower-tier subcontractors of the above policy prior to assignment to the Site and to

maintain documentation that such advice has been given.

- (2) WSRC will collect urine specimens when Subcontractor employees are processed for badging. WSRC will send these specimens to a consultant for testing and verification. The testing process may take up to five (5) days to obtain results. In the event of "positive" findings, the Subcontractor will be notified and shall bring the individual to the Badge Office for an "Exit Conference". The Subcontractor then agrees to promptly remove such individual from the Savannah River Site and return the badge to the WSRC Subcontractor Badge Office.
- (3) The Subcontractor agrees to secure the written consent of employees to release results of urine tests to the designated WSRC representative. WSRC agrees to use such results solely in connection with its decision as to whether to permit a Subcontractor employee, lower-tier subcontractor employee or agent to access Savannah River Site property.
- (4) WSRC will also conduct for-cause and random drug and alcohol testing on all employees badged by WSRC. The Subcontractor agrees to comply with and secure the compliance of its employees and employees of lower-tier subcontractors with this testing. In the event of "positive" findings, the Subcontractor agrees to promptly remove such individual from the Savannah River Site and return his or her badge to the WSRC Subcontractor Badging Office.
- (5) A Breath Alcohol Test will be given during the initial badging process and the results will be available immediately. In the event of "positive" findings, the Subcontractor's employee will not be badged, shall be issued a temporary pass, and will be escorted offsite by a Subcontractor's Representative.

B. Suitability for Employment

- (1) Subcontractor employees, including employees of lower-tier subcontractors, who are to be badged to permit Savannah River Site access, must successfully complete a Suitability for Employment process. As part of this process, the Subcontractor agrees to advise its employees and employees of lower-tier subcontractors that they will be required to complete certain forms, which authorize background investigations. These forms

shall be submitted during the badging process.

- (2) Employees will be issued a photo badge and allowed site access on the first reporting day. In the event a Subcontractor's employee subsequently fails to successfully complete the background investigation, the Subcontractor agrees to promptly remove such individual from the site and to return the badge to the WSRC Subcontractor Badging Office.
- (3) Subcontractor agrees to advise its employees of the above requirement prior to assignment to the Savannah River Site and to maintain documentation that such advice has been given.

**B.8 GENERAL EMPLOYEE TRAINING AND ANNUAL REFRESHER TRAINING FOR SUBCONTRACT EMPLOYEES**

*The following terms are applicable if performance of this Order will require the Subcontractor's employee(s) to perform work on SRS premises for more than ten (10) working days.*

A. General Employee Training (GET)

- (1) The Subcontractor shall inform his employees and the employees of his lower tier subcontractors and agents that it is the policy of Washington Savannah River WSRC to adhere to the requirements contained in the DOE Order entitled "Personnel Selection, Qualification and Training Requirements," which requires any individual, employed either full or part-time at any DOE reactor or non-reactor facility to receive selected general training.
- (2) Successful Completion Required  
Said employees, referred to in the remainder of this document as "individual", must successfully complete the training known as "General Employee Training" (GET) as offered by the SRS. The GET sessions are given by a Savannah River Site authorized GET instructor. There are three categories of GET.
  - (i) Category 1 consists of viewing a video that lasts for one hour. This category is limited to delivery personnel, visitors, and other temporary personnel that require badged access to the general site and property protection areas and are typically on site greater than 10 days, but not consecutively, in a calendar year.
  - (ii) Category 2 consists of viewing a video and a written examination, and lasts for

approximately two hours. This category would apply to visitors or other temporary personnel that require badged access to the general site and property protection areas and are on site greater than 10 days consecutively in a calendar year, and additional training is not required as determined by WSRC.

- (iii) Category 3 consists of eight hours of training and includes instructor lecture along with audio and visual aids and a written examination. This category applies to individuals who require badged access to the general site, property protection areas, or security controlled areas and additional training is required, as determined by WSRC.

(3) Successful Completion Defined: Successful completion occurs when the individual

- (i) Is scheduled for GET,
- (ii) Attends the GET session,
- i) (iii) Obtains a test score of 70% or greater on the written examination, if required, (100% is the highest obtainable score), and
- (iv) Properly completes all documents (rosters, exam answer sheet, etc.).

(4) Unsuccessful Completion Defined: If the individual fails to successfully complete GET, the individual is given a failure notice and is to notify the Subcontract Technical Representative (STR) for rescheduling for remedial training or for a re-test. The individual will be allowed several chances to successfully complete the GET. Continued failure to successfully complete GET will result in resolution by the STR.

(5) Scheduling for GET

The STR shall direct the individual to the appropriate training center to attend the GET session. GET training is scheduled subject to demand.

(6) Records

GET records will be maintained by WSRC.

B. Annual Refresher Training

Refresher Training is required after an individual's initial successful completion of all categories of GET, regardless of the individual's present employer. Category 1 and Category 2 GET training must be repeated annually. For Category 3, successful completion of Consolidated Annual Training (CAT) is required. The subcontractor is responsible for

scheduling its employees for this training. The STR may be contacted for assistance.

- C. Upon providing proof of successful completion of GET either at another DOE facility, or while employed by a firm other than the Subcontractor under this Subcontract, the employee will not be required to repeat this training.

**B.9 SECURITY EDUCATION REQUIREMENTS FOR SUBCONTRACTORS**

*The following items are applicable if performance of this subcontract will require the Subcontractor's employee(s) to receive a security badge.*

A. Subcontractor Security Education Coordinator

- (1) If this Subcontract will require a force of more than thirty (30) subcontract employees receive badges, then the Subcontractor shall provide to the WSRC Security Education Office, the name of its representative appointed to administer its Security Education Program. This representative shall be referred to as the Subcontractor Security Education Coordinator (SSEC).
- (2) If this Subcontract will require that less than thirty (30) subcontract employees receive badges, then the WSRC Subcontract Technical Representative (STR) will perform the activities discussed in this Supplement.

B. WSRC Roster

The SSEC will be responsible for providing the STR with a roster of all subcontract personnel receiving a badge. At a minimum the data shall include name, social security number, and work telephone number, clearance level and place where work is generally performed. This list shall be kept current and updated every sixty-(60) days.

C. Initial Briefing

The SSEC will ensure that all subcontract personnel, regardless of clearance level, receive an Initial Security Briefing. This briefing consists of videotape shown during initial General Employee Training (GET), or at the time of badging for those individuals not required to attend GET.

D. Comprehensive Briefing

If subcontract personnel have a clearance at the inception of this Subcontract, or receive a clearance at any time during the course of the Subcontract, the SSEC/STR will ensure that those subcontract employees receive a Comprehensive Briefing from WSRC.

E. Annual Refresher Briefing



The SSEC/STR shall ensure that all subcontract employees receive, at least once in a twelve-(12) month period, an Annual Security Refresher briefing from WSRC. This briefing is provided during GET Refresher Training.

F. Foreign Travel Briefing

If a subcontract employee plans a trip to a sensitive country, whether on official business or for pleasure, the SSEC/STR is responsible for ensuring that the individual receives a Foreign Travel Briefing from WSRC before departing and a Debriefing upon return. The OPSEC Officer is responsible for these Briefings.

G. Badge Retrieval at Termination

The Subcontractor is responsible for ensuring that badges are returned or accounted for when a subcontract employee terminates employment or when Subcontract is completed. The employee must report to Employment Processing Center, for proper completion of out-processing and badge return. This effort should be coordinated with the WSRC STR.

H. Termination Briefing

When a subcontract employee terminates employment or is reassigned, the SSEC/STR will ensure that a Termination Briefing by WSRC is given and the appropriate forms are executed. Briefing materials and appropriate forms are provided by WSRC.

**B.10 LIMITATION OF FUNDS**

*This article is applicable only if this Subcontract is partially funded.*

- A. Of the total price of this Subcontract, the sum of \$\_\_\_\_\_ is presently available for payment and allotted to this Subcontract. It is anticipated that additional funds will be allocated to the Subcontract in accordance with the following schedule until the total price of the Subcontract is funded:
- B. The Subcontractor agrees to perform or have performed work on this Subcontract up to the point at which, if this Subcontract is terminated pursuant to the Termination For Convenience of WSRC article of this Subcontract, the total amount payable by WSRC (including amounts payable for subcontracts and settlement costs) pursuant to the Termination For Convenience of WSRC article would, in the exercise of reasonable judgment by the Subcontractor, approximate the total amount at the time allotted to the Subcontract. The Subcontractor is not obligated to continue performance of the work beyond that point. WSRC is not obligated in any event to pay or reimburse the

Subcontractor more than the amount from time to time allotted to the Order, anything to the contrary in the Termination For Convenience of WSRC article notwithstanding.

- C. (1) It is contemplated that funds presently allotted to this Order will cover the work to be performed until\_\_\_\_\_.
- (2) If funds allotted are considered by the Subcontractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Subcontractor shall notify WSRC in writing when within the next 60 days the work will reach a point at which, if the Order is terminated pursuant to the Termination For Convenience of WSRC article of the Order, the total amount payable by WSRC (including amounts payable for subcontracts and settlement costs) pursuant to the Termination For Convenience of WSRC article will approximate 75 percent of the total amount then allotted to the Order.
- (3) (i) The notice shall state the estimated date when the point referred to in subparagraph C.(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph C.(1) of this clause, or an agreed date substituted for it.
- (ii) The Subcontractor shall, sixty days in advance of the date specified in subparagraph C.(1) of this clause, or an agreed date substituted for it, advise WSRC in writing as to the estimated amount of additional funds required for the timely performance of the Subcontract for a further period as may be specified in the Subcontract or otherwise agreed to by the parties.
- (4) If, after the notification referred to in subdivision C.(3)(ii) of this clause, additional funds are not allotted by the date specified in subparagraph C.(1) of this clause, or an agreed date substituted for it, WSRC shall, upon the Subcontractor's written request, terminate this Subcontract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination For Convenience of WSRC article.
- D. When additional funds are allotted from time to time for continued performance of the work under this Subcontract, the parties shall agree on the applicable period of Subcontract performance to be covered by these funds. The provisions of

paragraphs B and C of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the Subcontract shall be modified accordingly.

- E. If, solely by reason of WSRC's failure to allot additional funds in amounts sufficient for the timely performance of this Subcontract, the Subcontractor incurs additional costs or is delayed in the performance of the work under this Subcontract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the work to be performed.
- F. WSRC may at any time before termination, and, with the consent of the Subcontractor, after notice of termination, allot additional funds for this Subcontract.
- G. The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of WSRC under the Termination for Cause article of this Subcontract. This clause shall become inoperative upon the allotment of funds for the total price of the work under this Subcontract except for rights and obligations then existing under this clause.
- H. Nothing in this clause shall affect the right of WSRC to terminate this Subcontract pursuant to the Termination for Convenience of WSRC article of the Subcontract.

**B.11 SERVICE CONTRACT ACT OF 1965 AS AMENDED (MAY 1989)**

*Incorporated by Reference FAR 52.222-41*

**B.12 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (MAY 1989)**

*Incorporated by Reference FAR 52.222-47*

**B.13 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

*Incorporated by Reference FAR 52.222-42*

**B.14 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)**

*Incorporated by Reference FAR 52.222-43*

**B.15 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MAY 1989)**

*Incorporated by Reference FAR 52.222-44*

**B.16 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 1999)**

*Incorporated by Reference FAR 52.219-8*

**B.17 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1999)**

*Incorporated by Reference FAR 52.219-9*